

This Confidentiality Agreement (“**Agreement**”) dated [Signature Date]

Between:

- (1) [EDF RENOUVELABLES S.A.], a company duly incorporated under the laws of France, with registered offices at 43 Boulevard des Bouvets CS 90310 92741 Nanterre Cedex, France, registered under the number 379 677 636 at R.C.S. Nanterre, hereinafter referred as “**EDF**”;

and

- (2) [Party's Name], a [Company / Legal entity] incorporated and existing under the laws of the [Country], with the company number [Number] whose registered office is at [Address], hereinafter referred to as “[Party's Name Abbreviation]”;

EDF and [Party's Name Abbreviation] are referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

Whereas

- (A) EDF is developing hydrogen and e-fuels (“**e-molecules**”, for example: e-hydrogen, e-ammonia, e-methanol, e-SAF) capacities and is willing to test market’s appetite regarding potential long term purchase of volume (either globally and/or at project level) to support its investment and for such purpose has launched a “request for information”.
- (B) [Party's Name Abbreviation] is interested in purchasing e-molecules volume on a long term basis to fulfil its sourcing needs in consistency with its decarbonization roadmap / obligation and to mitigate market volatility.
- (C) Parties intend to enter into discussions pertaining to the potential sell of e-molecules quantities, assignment, novation, transfer or other disposal of rights and obligations under the e-molecules capacities developed by EDF (alone or with partners) (hereinafter referred to as the “**Project**”);
- (D) EDF and [Party's Name Abbreviation] may be interested to exchange as well on strategic partnership and/or co-investment opportunities along the value chain of e-molecules.
- (E) In conjunction with the aforesaid and for their mutual benefit, the Parties undertake to comply with this Agreement regarding the disclosure and use of the Confidential Information between the Parties.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. OBJECT

Each Party disclosing Confidential Information (the “**Disclosing Party**”), directly or indirectly, agrees to disclose such information relating to the Project to the other Party (the “**Receiving Party**”) in accordance with the terms and conditions of this Agreement.

2. DEFINITIONS

2.1. “**Affiliate**” shall mean any Person which:

- a. Controls either directly or indirectly a Party; or
- b. is Controlled directly or indirectly by such Party; or
- c. is directly or indirectly Controlled by a Person which directly or indirectly Controls such Party.

For the purpose of this Agreement, in respect of EDF, such term shall exclude the French State, the *Agence des Participations de l’Etat* and any entities, outside of the EDF group, Controlled by them.

2.2. “**Confidential Information**” shall refer to all information, relating to the Project (including the existence and/or contents of this Agreement and the existence and outcome of the discussions or negotiations in relation to the Project), whether marked “Confidential” or not, of any form, whether disclosed in writing, orally or visually, regardless of whether it was developed by the Disclosing Party or by a third party, and whether it is furnished or provided to the Receiving Party (whether on or after the Effective Date) by (a) the Disclosing Party, (b) Affiliates of the Disclosing Party, or (c) others acting on behalf of the Disclosing Party. This includes, but is not limited to, any technical, operational, economic, planning, legal, industrial, scientific, financial, and commercial information, know-how, including any personal data concerning the Disclosing Party or its Affiliates. Any and all analyses, reports, compilations, forecasts, studies or other documents incorporating or reflecting, in whole or in part, the above-mentioned information are also Confidential Information.

2.3. “**Control**” shall mean:

- a. the direct or indirect right to exercise at least fifty (50%) percent of the voting rights; and/or
- b. the right to nominate more than half of the members of any executive body of a Person; and/or
- c. the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or otherwise.

2.4. “**Person**” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company, governmental authority, or other entity.

2.5. Other terms beginning by a capital letter shall have the meaning ascribed to them in this Agreement.

3. CONFIDENTIALITY OBLIGATIONS

- 3.1. Each Party agrees not to disclose, divulge or otherwise communicate the existence, content and objectives of this Agreement and the discussions or negotiations (including the progress and outcome of such discussions or negotiations) with respect to the Project, to any third party, including any representative of any media of whatsoever nature, without the express prior written consent of the other Party. Neither Party will make any public announcement or issue any circular relating to this Agreement without the prior written consent of the other Party.
- 3.2. Any disclosure of Confidential Information shall be at the sole discretion of the Disclosing Party.
- 3.3. In consideration of the disclosure referred to in Clause 1, the Receiving Party agrees that:
 - 3.3.1. the Confidential Information shall be kept strictly confidential;
 - 3.3.2. the Confidential Information shall not be exploited in any form other than for the purposes of evaluating, negotiating and/or potentially consummating the Project;
 - 3.3.3. the Confidential Information shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever;
 - 3.3.4. the Confidential Information shall not be reproduced, copied, or distributed (electronically or otherwise) without the Disclosing Party's prior written consent, except as provided in Clauses 3.4 and 4. The granting of such consent shall, unless expressly otherwise provided for in this Agreement, be at the sole discretion of the Disclosing Party.
- 3.4. Notwithstanding the above, the Receiving Party shall be entitled, in accordance with Clause 5.2, to disclose the Confidential Information without the Disclosing Party's prior written consent to the following Persons on a need-to-know basis solely for the purposes of evaluating, negotiating and/or potentially consummating the Project:
 - a. the Receiving Party's Affiliates;
 - b. the Receiving Party's and its Affiliates' respective directors, officers, employees, direct or indirect agents and representatives;
 - c. any professional advisor (including, but not limited to, attorneys, accountants, consultants, bankers and financial advisors) retained by the Receiving Party for the purposes of the Project who has a legitimate need to know such information in connection with the Project; or
 - d. any entity consulted for the purpose of financing Receiving Party's or its Affiliate's participation in the Project, including any consultant or agent retained by such entity for the purpose of evaluating the Confidential Information.
- 3.5. The Receiving Party shall ensure that any Persons to whom it has disclosed the Confidential Information in accordance with the present Agreement, are bound by professional confidentiality obligations or comply with the confidentiality obligation and use restrictions no less protective than those contained in this Agreement.

4. EXCLUSIONS

Confidential Information shall not include any information that:

- a. can be demonstrated to be already known and lawfully obtained by the Receiving Party prior to the date of disclosure without any confidentiality obligation;
- b. is already available or becomes available to the public other than through a breach of this Agreement by the Receiving Party;
- c. is required to be disclosed under applicable law or by a judicial or governmental order, decree, regulation or rule, including from stock market authorities where the Receiving Party is listed (provided that the Receiving Party shall, to the extent legally permissible and as soon as practicable, give written notice to the Disclosing Party prior to such disclosure and shall furnish or cause to be furnished only that portion of the Confidential Information which is legally required);
- d. is acquired independently from a third party who, to the Receiving Party's knowledge, after reasonable inquiry, had a lawful right to disclose such information at the time it is acquired by the Receiving Party;
- e. is developed by the Receiving Party or on its behalf independently of the information disclosed;
or
- f. the Parties agree is not confidential.

5. LIABILITIES

- 5.1. The Receiving Party agrees to protect the Disclosing Party's Confidential Information with no less than the same degree of care which the Receiving Party uses to prevent the unauthorized use or dissemination of its own confidential and proprietary information, which in no case shall be less than a reasonable degree of care.
- 5.2. The Receiving Party shall be responsible for ensuring that all Persons to whom the Confidential Information is disclosed in accordance with this Agreement shall comply with the confidentiality obligation and use restrictions of this Agreement. In this regard, the Receiving Party undertakes to promptly report to the Disclosing Party of any suspected or actual breach of the obligations set out in this Agreement it becomes aware of. The Receiving Party shall be liable to the Disclosing Party for all claims, liabilities, losses, damages and causes of action arising out of a breach of the confidentiality obligation and use restrictions of this Agreement by the Receiving Party or by any of the Persons to whom it has disclosed the Confidential Information in accordance with the present Agreement.
- 5.3. The Disclosing Party makes no representations or warranties, express or implied, as to the quality, accuracy and completeness of the Confidential Information disclosed hereunder. The Disclosing Party, its Affiliates, their officers, directors, and employees shall have no liability whatsoever with respect to the use of or reliance upon the Confidential Information by the Receiving Party.

The Disclosing Party does, however, represent and warrant to the Receiving Party that it is under no restriction prohibiting the divulgence of Confidential Information.

6. PROPERTY RIGHTS

- 6.1. The Confidential Information shall remain the property of the Disclosing Party, unless expressly agreed in writing. The disclosure of Confidential Information does not give the Receiving Party or Persons to whom the Confidential Information is disclosed in accordance with this Agreement, any rights or license in respect to the Confidential Information, unless expressly agreed in writing.

7. RETURN AND DESTRUCTION OF THE CONFIDENTIAL INFORMATION

- 7.1. The Disclosing Party may demand the destruction of copies and reproductions at any time upon giving written notice to the Receiving Party. Within thirty (30) days of receipt of such notice or upon termination of this Agreement, whichever occurs first, the Receiving Party shall return all original Confidential Information and shall destroy or cause to be destroyed all reproductions in whatever form (including but not limited to electronic data) in its possession or in the possession of whom the information was disclosed pursuant to this Agreement, save to the extent that the Receiving Party is required by any applicable law, regulation or order of any stock exchange authority to retain such Confidential Information.
- 7.2. If any Affiliate of the Receiving Party to whom Confidential Information has been disclosed as provided for herein ceases to be an Affiliate, the Receiving Party undertakes to request the return of originals and the destruction of any Confidential Information, materials and records in whatsoever media related to Confidential Information so disclosed, prior to any such Affiliate ceasing to be such and to cause such Affiliate to destroy all records and copies in whatsoever media regarding Confidential Information disclosed, except to the extent that the Affiliate is required by any applicable law or pursuant to any regulation or requirements of any stock exchange standards to retain any such Confidential Information.
- 7.3. In respect of any Confidential Information held electronically by the Receiving Party or a Person to whom the Confidential Information is disclosed in accordance with this Agreement, it shall be sufficient to satisfy the obligation to destroy it if such information is rendered inaccessible without the use of computer forensic or data recovery software. Subject to the foregoing, the Receiving Party shall on written request of the Disclosing Party confirm in writing that the Confidential Information has been destroyed or returned.
- 7.4. Notwithstanding Clauses 7.1 and 7.2, it is understood and agreed by the Parties:
- a. that neither the Receiving Party nor any Person to whom the Confidential Information is disclosed in accordance with this Agreement shall be obliged to destroy any decision-making documents submitted to its management which incorporated any Confidential Information; and
 - b. that the Receiving Party's computer systems or computer systems of Persons to whom the Confidential Information is disclosed in accordance with this Agreement, may automatically

back-up Confidential Information disclosed under this Agreement. To the extent that such computer back-up procedures create such copies of the Confidential Information, the Receiving Party or Persons to whom the Confidential Information is disclosed in accordance with this Agreement, may retain such copies for the period for which they normally archive backed-up computed records, such copies shall be subject to the provisions of this Agreement until they are destroyed.

8. COMING INTO EFFECT, DURATION AND TERMINATION OF THIS AGREEMENT

- 8.1. This agreement shall become effective on [Date] (“Effective Date”) and shall continue in force until the earlier to occur of (i) three (3) years from the Effective Date of this Agreement, or (ii) termination of this Agreement by mutual consent or by either Party by giving to the other not less than one (1) month’s prior written notice, provided, however, that the obligations of the Receiving Party herein shall survive any such termination or expiration for a period of two (2) years from the date of termination of this Agreement or its expiration.
- 8.2. Each Party reserves the right in its sole and absolute discretion to terminate discussions and negotiations relating to the Project at any time, unless expressly agreed in writing.
- 8.3. Termination of this Agreement shall not affect any accrued rights or remedies to which either Party is entitled.

9. GOVERNING LAW AND DISPUTE RESOLUTION

- 9.1. This Agreement shall be governed by and interpreted in accordance with French law.
- 9.2. Any dispute, controversy or claim arising out of or in connection with the existence, validity, interpretation, execution, and/or termination of this Agreement shall be referred to and finally settled by arbitration by one (1) arbitrator in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC) in force on the date the dispute is notified in writing by a Party to the other Party. The seat of the arbitration shall be Paris, France. The arbitration shall be held in the English language, except otherwise agreed by the Parties.
- 9.3. Each Party, for itself and any of its assets (which it has now or may hereafter acquire), hereby irrevocably, unconditionally, knowingly and intentionally waives any right of immunity from service of process, jurisdiction, from execution or from enforcement (or other legal process) (whether characterized as state immunity, sovereign immunity, act of state or otherwise), and agrees not to claim, invoke, or assert immunity in respect to the matters covered by this Agreement in any dispute resolution proceedings in respect to this Agreement, whether such immunity arises by law, statute, doctrine or otherwise, that it may have or may subsequently acquire.

10. MISCELLANEOUS

10.1. Compliance with applicable law and regulations

Each Party, when disclosing or using the Confidential Information pursuant to this Agreement, shall comply with statutory laws and regulations applicable to it or to the Confidential Information

including securities laws and regulations when applicable. If specific regulation applies to a Confidential Information, then the Disclosing Party will use reasonable endeavours to inform the Receiving Party and upon reasonable request of the Disclosing Party the Parties shall agree upon additional reasonable safeguard.

10.2. No further obligation

This Agreement is not intended as a teaming, joint venture, or other such arrangement. Nothing contained in this Agreement is intended to confer upon either of the Parties any right to participate in the Project or to oblige any Party to enter into the Project or any contractual or legal relationship.

10.3. No assignment

Neither Party shall assign, transfer, subcontract, or deal in any other manner with its rights and obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment without prior written consent shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns.

10.4. Entire Agreement

This Agreement comprises the full and complete agreement of the Parties hereto with respect to the disclosure and use of Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the Parties whether written or oral, expressed or implied relative to the disclosure or use of Confidential Information.

10.5. Amendments

No amendments, changes, modifications or waivers to this Agreement shall be valid except if in writing and signed by a duly authorized representative of each Party.

10.6. No waiver

No failure or delay by either Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof or preclude the exercise of any other or further right, power, or privilege hereunder.

10.7. Severability

If any provision of this Agreement is deemed void, invalid, illegal or unenforceable by any court or tribunal of competent jurisdiction, that provision shall be stricken from this Agreement without effect on the legality, validity or enforceability of the remaining provisions of the Agreement as a whole.

10.8. Costs

Each Party shall bear its own costs incurred in connection with the preparation, negotiation and entry into this Agreement.

10.9. Notices

Notices to the Parties may be sent by registered mail, by hand or e-mail to the addresses stated below, as applicable.

Any notice, request, instruction, or other document to be given hereunder by the Party shall be deemed to be received by other Party, if delivered by hand or by registered mail, on the day on which it is left at that Party's address, or if sent by email, on the next Business Day following the day on which it is sent to that Party's e-mail address.:

If to EDF, addressed as follows:

Attention: Marie Foucault, EDF Renouvelables SA – Head of H2 Market & Partnership Department

E-mail to: marie.foucault@edf-re.fr

with a copy to:

If to the [other party], addressed as follows:

Attention: [●]

E-mail:

with a copy to:

or to such other individual or address as a Party may designate for itself by notice given as herein provided.

10.10. Counterparts

Transmission by a Party of an executed version of this Agreement by email (in PDF or other agreed format) shall take effect as delivery of Party's executed version of this Agreement and the Agreement shall become effective at the Effective Date, once the same version is executed by the other Party.

[EDF Renewables SA]

[Party's Name _____]

Signature: _____

Signature: _____

Full Name: _____

Full Name: _____

Title: _____

Title: _____

Duly authorized representative

Duly authorized representative